reached by the father's creditors. *Stumbaugh v. Anderson,* 46 Kan. 541; *Bell v. Hallenback,* 1 Wright (Ohio) 751. The principal case follows the weight of authority, *Atwood v. Holcomb,* 39 Conn. 270; *Stanley v. National Bank,* 115 N. Y. 122; *Wambold v. Vick,* 50 Wis. 456. The courts of New Jersey are unanimous in upholding this decision. *Costello v. Prospect Brewing Co.,* 152 N. J. Eq. 557; *Peterson v. Mulford,* 36 N. J. Eq. 481.

INSURANCE—APPLICATION—AUTHORITY OF AGENT TO WAIVE PAYMENT OF PREMIUM.—RUSSELL V. PRUDENTIAL INS. CO., 68 N. E. 252 (N. Y.).—A general agent delivered policy to the insured, extending payment of premium contrary to the provisions of the contract. *Held,* that, in the absence of proof of agent's express authority to waive payment, beneficiary could not recover. Haight, J., *dissenting.*

The decision is based on the signature by the insured of an application, subsequently embodied in the policy, making payment of first premium a condition precedent to its validity. Where there is no previous subscription to the substantial terms of the contract, the weight of authority is that agents can waive provisions of policy relative to first payment. *Boehen v. Ins. Co.,* 35 N. Y. 131; *Dunn v. Ins. Co.,* 69 N. H. 224; *Richards on Insurance,* p. 93. Acceptance by agent of a note and a further extension after its maturity has been held to constitute a waiver of cash payment stipulations in application and policy. *Stewart v. Ins. Co.,* 155 N. Y. 257, an opinion which is based, however, upon the assumption that the company is estopped from denying a ratification after the lapse of a reasonable period of time. The dissenting opinion in the present case contends that the ruling of the majority will result in defrauding the insuring public. It is the prevailing custom of insurance agents to extend payment of premiums regardless of contract stipulations. It is also true that the insured generally attaches his signature to the application under such conditions as to make it impracticable for him to familiarize himself with all of its terms. In view of these considerations, the dissenting position seems well taken, and is in line with the decision in *Mathews v. Acc. Ass'n,* 78 Wis. 588; *Jones v. Ins. Co.,* 168 Mass. 245.

LIFE INSURANCE—POLICY—APPLICATION—WARRANTIES—AUTHORITY OF INSURANCE AGENT.—DIMICK V. METROPOLITAN LIFE INS. CO., 55 ATL. 291 (N. J.).—Where an insurance company makes the answers in its application blanks warranties and certain agents of the insurer write answers different from those given by the applicant, which they know to be false, *held,* that such answers constitute a breach of warranty, nullifying the policy.

This is the first case decided where a policy was vitiated through the writing of false answers by both the insurance and medical solicitors. The case most nearly in point, *Sternaman v. Metropolitan Life Ins. Co.,* 170 N. Y. 13, holds the contrary, where the medical examiner answered falsely; but it is not controlling here, since no question was raised concerning the truth of the solicitor's answers. In the latter cases it has been held that false answers vitiate the policy; *Van Shoick v. Niagara Fire Ins. Co.,* 68 N. Y. 434; *O'Brien v. Home Benefit Society,* 117 N. Y. 310; but the prevailing authority in New York is otherwise. The decision rests upon the doctrine that the principal is not bound by acts of the agent in excess of authority.